

Administrative Review of Case 5850

Building permit and license to use the public right of way to construct a walkway in the Montgomery Street public right of way.

Ms. Susan F. Dixon and Mr. Gregory Dixon, Co-Trustees of the Susan F. Dixon Non-Revocable Trust
5500 Montgomery Street

rev Original

Chevy Chase Village Building Permit Application for Driveways and Other Features at Grade

Permit No: 5847

Property Address: 5500 Montgomery St.

Resident Name: Gregory & Susan Dixon

Daytime telephone: 202-449-2813

Cell phone: 202-449-2813

After-hours telephone: 202.244.4134

E-mail: GregLDixon@aol.com

Primary Contact for Project:

☒ Resident

☐ Architect

☐ Project Manager

☐ Contractor*

*MHIC/MD Contractor's License No. (required):

Contractor Contact Information:

Name: Sam McCombs, Poole's Stone and Garden

Daytime telephone: 301-874-5053

After-hours telephone:

E-mail: Sam@PoolesStoneandGarden.com

Check all that apply:

☒ Driveway (If a new curb cut is required, note additional fee.) OTHER

☒ Walkway

☒ Patio, terrace, or deck at grade OTHER PERMIT

Check all appropriate boxes:

Feature is: ☒ new;

☒ an enlargement of an existing feature; and/or

☐ being relocated.

☐ Feature is a replacement in-kind and in the same location.

Description of project:

- 1) Replace broken concrete driveway with cobble pavers, widen top portion of drive;
- 2) Add flagstone sidewalk from stoop to curb and connect sidewalk to driveway;
- 3) Expand size of front stoop to allow electric wheelchair access.
- 4) Add rear stoop and flagstone patio.

To be completed by Village staff:

Is this property within the historic district?

Yes ☐

No ☒

Staff Initials: ES

Date application filed with Village: 11/2/10 Date permit issued: _____ Expiration date: _____

Guidelines for Building, Replacing and Maintaining Driveways

Village Code states that any person intending to install, replace or alter a driveway, or any material part thereof, must first obtain a Building Permit from the Village office. (Residents within the Historic District must also obtain a Historic Area Work Permit; please contact the Historic Preservation Commission directly.)

Driveways are regulated in three areas: (1) the portion of the driveway located on private property, (2) the portion of the driveway that crosses the public right-of-way, and (3) the driveway apron, which is the portion of the driveway that meets the public street. Please refer to the illustration below for an example of these components.

(1) Driveways on Private Property

Driveways on private property may be installed using any material the resident chooses (although residents within the Historic District must consult with HPC), provided that the driveway does not exceed fifteen feet (15') in width. Village Code allows residents to install a wider garage apron—the section of a driveway just forward of a garage—for two-car garages. The apron in front of a two-car garage may extend the full width of the two-car garage for a distance up to twenty feet (20') from the face of the garage. The Code applies this accommodation only for two-car garages.

(2) Driveways on the Public Right-of-Way

All driveways must cross the public right-of-way to access the street, but where private property ends and the public right-of-way begins ends is not always consistent from street to street, and may even vary from block to block (as discussed above). The first step is to determine where the right-of-way begins in front of your property. Your proposed driveway cannot exceed ten feet (10') in width where the driveway crosses the right-of-way. Also, if your driveway (whether new or replacement) crosses or intersects with a public sidewalk, the sidewalk material must be restored/maintained across the driveway so as to create a continuous public sidewalk of consistent material type.

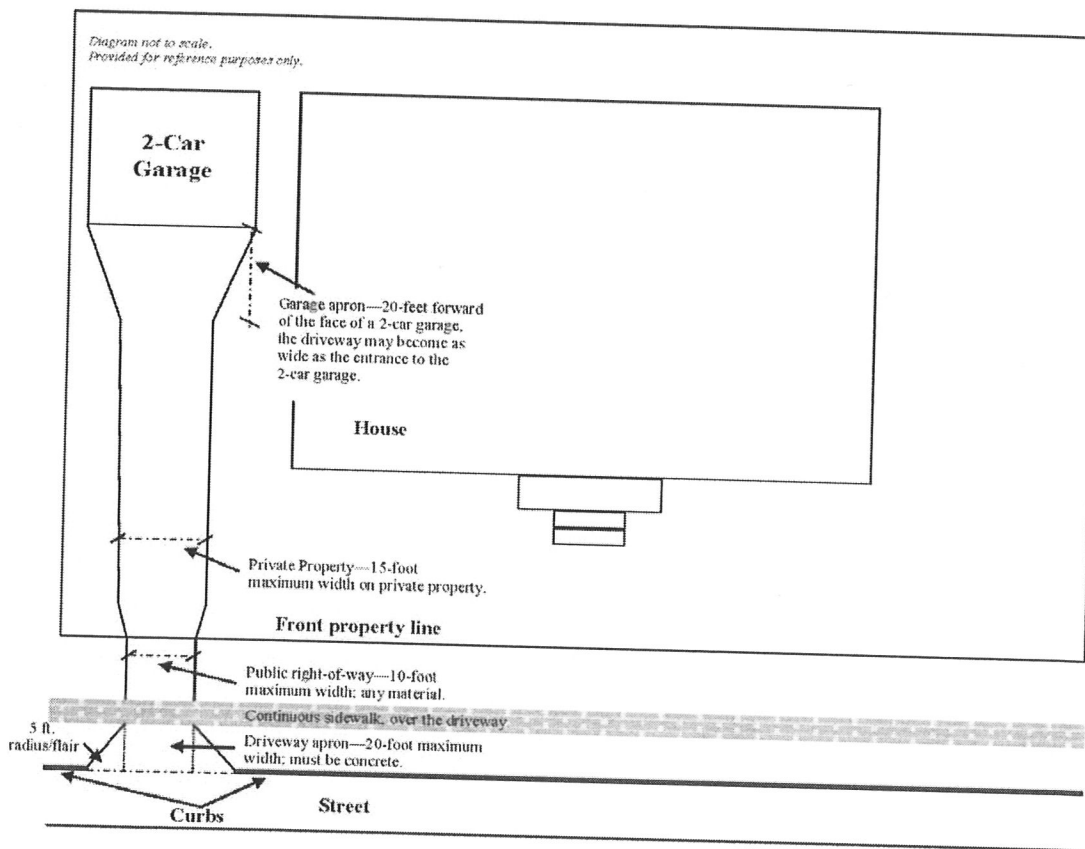
(3) Driveway Aprons

The driveway apron is the portion of the driveway that meets the public street. In addition to the ten foot (10') maximum width of the driveway where the driveway crosses the public right-of-way, the Village Code allows a five foot (5') radius on either side to establish the driveway apron, thereby allowing a maximum width at the curb of twenty feet (20'). While driveways on private property may be installed in any material or color that residents choose, the Village Code specifies that the driveway apron must be installed using concrete in accordance with current Montgomery County standards. Thus, no matter the material used for the driveway itself, the apron must be concrete.

Village Code limits the number of curb cuts permitted per property to one. Accordingly, residents who wish to install a circular driveway will need to request a variance from the Board of Managers.

Unlike other improvements in the public right-of-way, a **License to Use the Public Right-of-Way** is not required to install or replace driveways or driveway aprons. Replacement of a driveway apron is the sole responsibility of the adjoining property owner, not the Village.

Example:



Building Permit Application Filing Requirements

Application will not be reviewed until the application is complete

- ☐ Copy of stamped approved plans from Montgomery County. (N/A)
- ☒ This application form, signed by resident.
- ☐ Boundary Survey
- ☐ Site Plan (see: Village Site Plan Checklist to ensure completeness) showing exact location of existing and proposed features.
- ☒ Tree Preservation Plan requested of Village arborist (see: Village Tree Inspection Request form). All required tree protections must be fully installed before any work begins.
- ☒ Filing Fee (due at time of application). Fee schedule is listed in Chapter 6 of the Village Code.
- ☐ Damage deposit or performance bond (due when permit is issued). Amount will be set by Village Manager.

Once this permit application is complete, the Village Manager will review the application and accompanying documents and, under most circumstances, act on the application within 5 to 10 working days. If the Montgomery County permit is suspended, revoked or lapsed, the Village permit is automatically suspended, revoked or lapsed. No signs advertising any service provider may be posted on the work site.

I hereby certify that I have the authority to make the foregoing application, that the application is correct, that I have read and understood all requirements and that the construction will conform to the regulations of the Montgomery County Zoning Code, the Village Code including Urban Forest code, and any covenants and easements on the subject property.

Applicant's Signature:

[Handwritten Signature]

Date:

11/12/2010

For Use By Village Manager	Application approved with the following conditions:
For Use By Village Manager	Application denied for the following reasons:

Filing Fees (due when application submitted)	Checks Payable to: Chevy Chase Village 5906 Connecticut Ave. Chevy Chase, MD 20815
Permit Filing Fee: <input checked="" type="checkbox"/> \$30.00 (if new, enlarged or relocated) <input type="checkbox"/> \$15.00 (if a replacement in-kind and in the same location) <input type="checkbox"/> \$50.00 for new curb cut.	
Tree Preservation Plan Fee: w/ <input type="checkbox"/> \$250.00 PAID FOR OTHER PERMIT <input type="checkbox"/> Not required for this project	
TOTAL Fees: \$30.00	Date: 11/12/10 Staff Signature: <i>[Signature]</i>
Damage Deposit/Performance Bond <input type="checkbox"/> \$ Collected w/ other permit <input type="checkbox"/> Waived by Village Manager	Date: 12/2/10 Staff Signature: <i>[Signature]</i>

For Village Staff use: Field file for inspections by Code Enforcement Officer has been created: <input type="checkbox"/> Yes (Date: _____)
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①

House Location Plat
Lot 8 - Block 12
"CHEVY CHASE - SECTION 1-A"
Montgomery County, Maryland
Scale: 1" = 30'

Engineer's Certificate

We hereby certify that we have carefully surveyed the improvements on the property as shown by this plat and that there are no encroachments on either side of property lines.

April 3, 1951

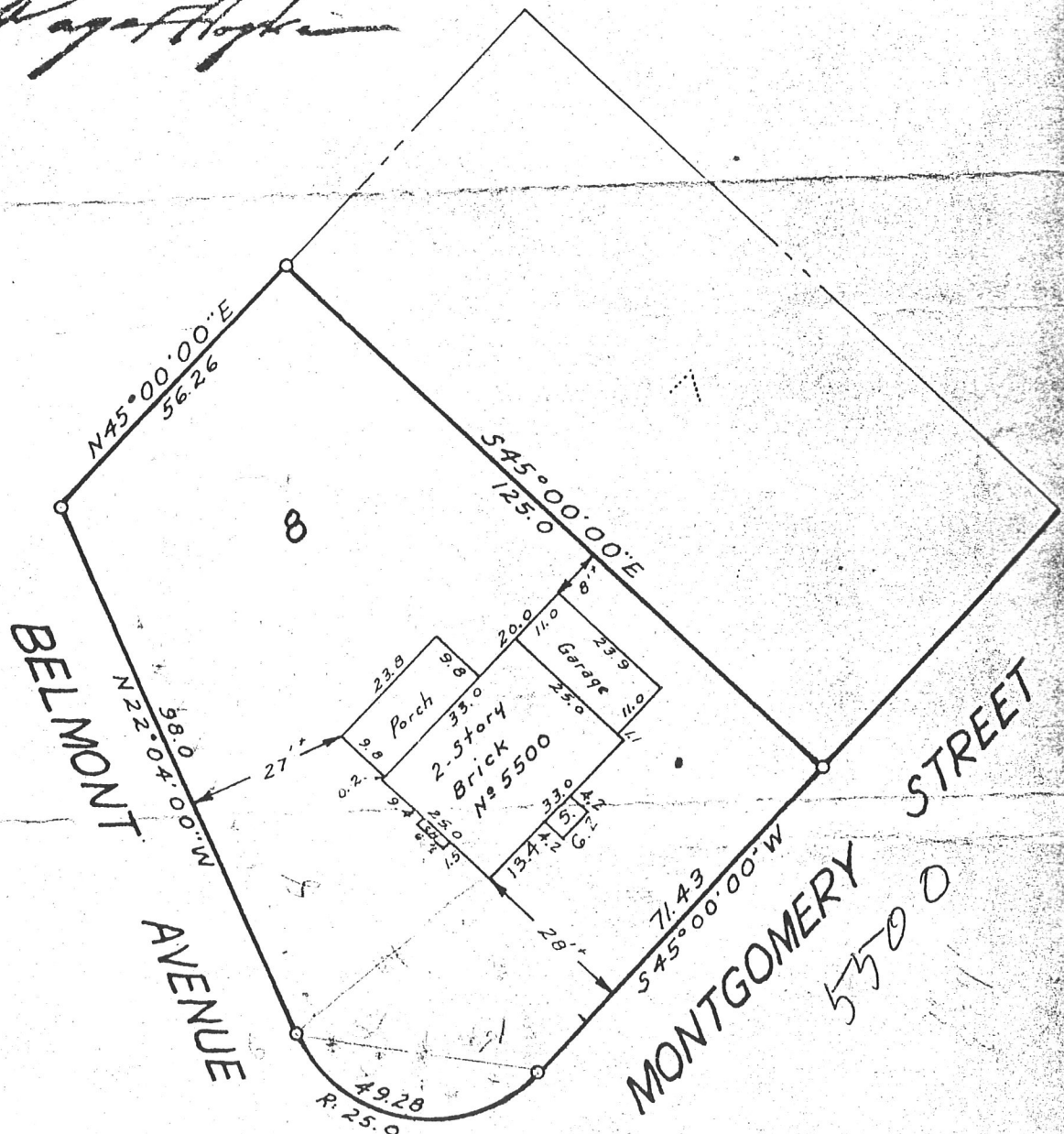
Maddox & Hopkins Inc.
Engineers & Surveyors

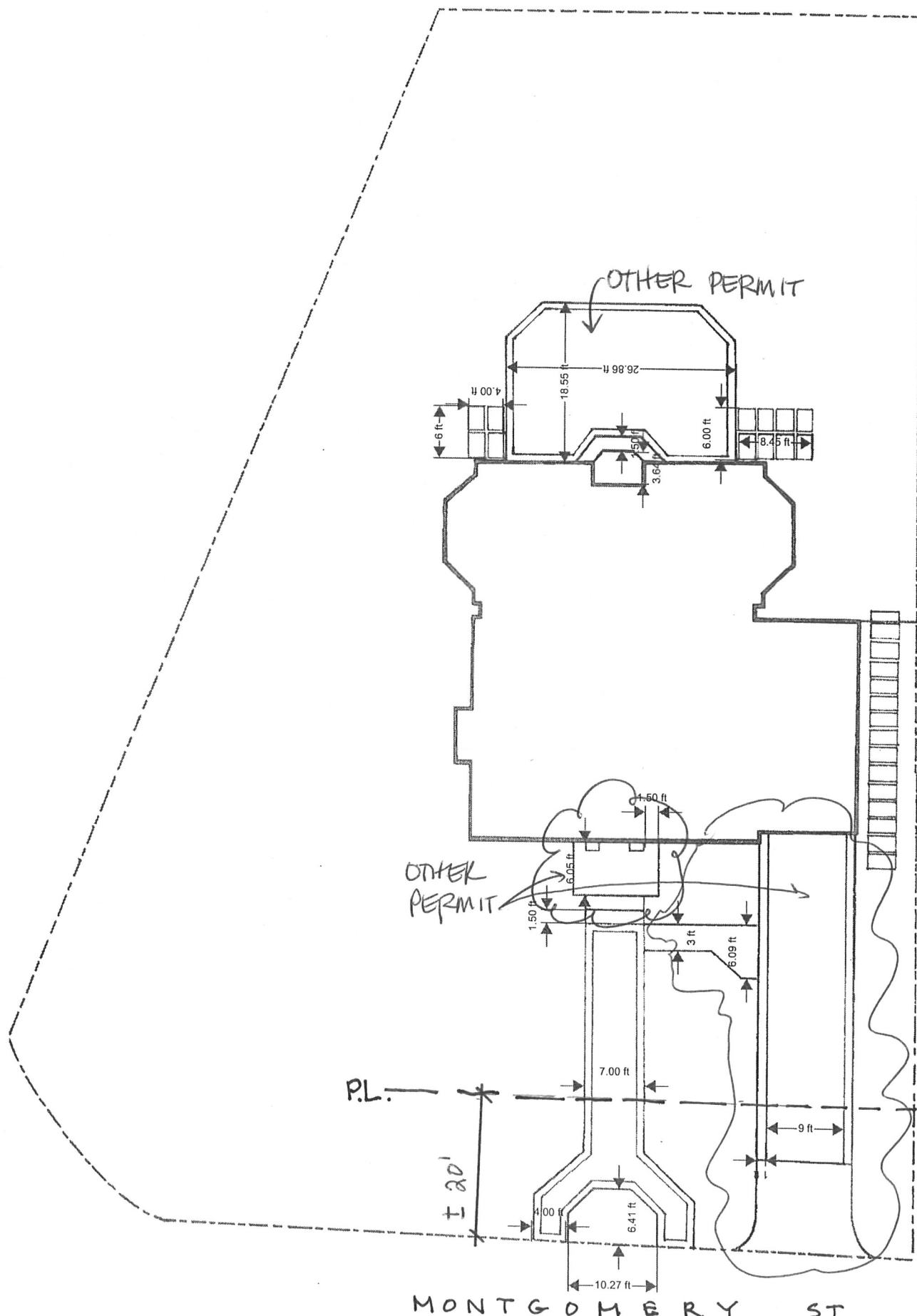
Plat Book 4
Plat 349

The changes have been made as of
April 27, 1955

By:

Ray A. Hopkins





LICENSE TO USE PUBLIC RIGHTS-OF-WAY

RECITALS

1. CHEVY CHASE VILLAGE, hereinafter referred to as the "Village," is a municipal corporation which holds, in trust for the public, the right-of-way known as Montgomery Street.

2. Currently a portion of the aforesaid public rights-of-way are not improved with a paved roadway or sidewalk.

3. Mr. Gregory L. Dixon and Ms. Susan F. Dixon, Co-Trustees of the Gregory L. Dixon Revocable Trust and the Susan F. Dixon Revocable Trust, both dated February 22, 2005, hereinafter collectively referred to as the "Owner," are the owners of Lot 8, Block 12, in the subdivision known as "Chevy Chase, Section I-A," as per plat recorded in Plat Book 4 at Plat 349, among the Land Records of Montgomery County, Maryland, also known as 5500 Montgomery Street, Chevy Chase, Maryland hereinafter referred to as the "Property", which abuts the aforesaid public right-of-way.

4. The Owner has requested permission to use the public rights-of-way for a private purpose, specifically to construct a walkway as depicted in the plans approved for Permit Number 5847 on

5. Section 8-31 of the Chevy Chase Village Code permits the Village to grant a revocable license for the private use of the public right-of-way.

6. Upon consideration of the plans submitted by the Owner, the Village has agreed to grant a revocable license to the Owner on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and obligations herein contained, One Dollar (\$1.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Village and the Owner hereby agree and covenant as follows.

1. The Village hereby grants a revocable license to the Owner for the purpose of constructing a walkway as depicted in the plans approved for Permit Number 5847 on November 12, 2010. This license is limited to the unimproved portion of the public rights-of-way abutting the property.

2. The Owner hereby agrees to remove any plantings, structures, or improvements of any nature, at the Owner's sole expense, within ten (10) days of request therefor by the Village.

3. The Owner hereby agrees to maintain the unimproved public rights-of-way subject to this license as well as any plantings, structures or improvements placed there pursuant to this license at the Owner's sole expense.

4. The Owner hereby agrees, jointly and severally, to indemnify and hold the Village and its officers and employees harmless from any and all losses, claims, damages, demands, liabilities or other obligations to persons or property resulting or arising in any way from the Owner's use of the area subject to this license or from the Owner's failure to properly maintain the licensed area.

5. Any changes, modifications, additions or deletions to the plantings, structures or other improvements described herein shall require the further written consent of the Village.

6. The Owner shall not permit any plantings, structures or other improvements to be in violation of any applicable law, ordinance or regulation, nor shall the Owner permit any illegal conduct to occur in the licensed area.

7. The parties agree that this license can be revoked at any time in the sole discretion of the Village upon ten (10) days written notice.

8. If the Owner fails to maintain the licensed area or upon revocation of this license fails to restore the licensed area to its condition prior to the execution of this license, the Village reserves the right to enter the licensed area and perform such maintenance or other action as it deems appropriate, the cost of which shall be charged to the Owner and may be assessed against the Property along with property taxes. The Owner agrees to pay such assessment within fifteen (15)

days of demand therefor. If collection action is instituted to collect the aforesaid assessment, the Owner agrees to pay all costs of collection, including, but not limited to, reasonable attorneys' fees, expert witness fees, court costs, etc. The Owner agrees that attorneys' fees of twenty-five percent (25%) of the amount in controversy is reasonable.

9. Any plantings, structures or improvements left on the licensed area by the Owner upon the expiration of revocation of the license shall become the property of the Village. The foregoing shall not relieve the Owner of the obligation to remove any such plantings, structures or improvements at the time the license is terminated or revoked.

10. In the event exigent circumstances exist, the Village and/or its agents or contractors may perform work or take other actions in the area that is the subject of this License without prior notice to the Owner or the Owner's successor-in-interest. In such circumstances, neither the Owner nor the Owner's successor(s) in interest shall have any claim against the Village, its agents or contractors for damage to or interference with the improvements and/or plantings authorized by this License. Any restoration of the improvements and/or plantings after removal or damage by the Village, its agents or contractors shall be at the sole expense of the Owner.

11. The Owner understands that other governmental or quasi-governmental agencies, public utilities, franchisees and other similar entities may conduct activities, such as excavation, construction, demolition and installation of facilities in the public rights-of-way. The Owner, on behalf of the Owner and the Owner's successors-in-interest, agrees that the Village shall not be responsible for any damage caused by the aforesaid entities to the plantings, structures and/or other improvements installed pursuant to this License.

12. The parties agree that the following shall be additional conditions of this license: n/a.

13. The parties agree that all obligations of the Owner as set forth herein shall be binding on the Owner, jointly and severally, and upon the Owner's heirs, administrators, successors and assigns, and shall be covenants running with the Property.

14. The Owner agrees that this revocable license may be recorded among the Land Records for Montgomery County, Maryland by the Village at the sole expense of the Owner. The Owner, or the Owner's successors in interest, shall be responsible for all costs of preparing and recording any release of the Owner's obligations hereunder upon termination or revocation of this license.

15. The undersigned owner(s) hereby represent to the Village that they are all of the owners of the Property.

IN WITNESS WHEREOF, the parties hereto have executed this license under seal on this ____ day of ____, 2010.

OWNER:

CHEVY CHASE VILLAGE

GREGORY DIXON (SEAL)

By: _____
Shana R. Davis-Cook, Village Manager

SUSAN F. DIXON (SEAL)

STATE OF MARYLAND :
to wit
COUNTY OF MONTGOMERY :

I HEREBY CERTIFY that on this ___ day of _____, 2010, before me, a Notary Public in and for the State and County aforesaid, personally appeared SHANA R. DAVIS-COOK, known to me (or satisfactorily proven) to be the Village Manager of Chevy Chase Village, a municipal corporation, and that such corporate officer, being authorized to do so, acknowledged and executed the foregoing instrument for the purposes therein contained by signing the name of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

Notary Public

My commission expires:

STATE OF MARYLAND :
to wit
COUNTY OF MONTGOMERY :

On this ___ day of _____, 2010, before me, the undersigned officer, personally appeared MEGAN E. RUPP known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires:

STATE OF MARYLAND :
to wit
COUNTY OF MONTGOMERY :

On this ___ day of _____, 2010, before me, the undersigned officer, personally appeared DANE H. BUTSWINKAS known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

After recordation, please mail to:

David Podolsky, Esq.
Stein Sperling
25 West Middle Lane
Rockville, MD 20850